

EXHIBIT A



THE PENNSYLVANIA STATE UNIVERSITY

REQUEST FOR PROPOSAL("RFP")

Solicitation for:

INTERCOLLEGIATE ATHLETICS MULTIMEDIA RIGHTS

CRITICAL MILESTONES	DATE
RFP Distributed	December 6, 2022
Written Inquiry Deadline	5pm ET on Wednesday, December 7, 2022 to meg.harpster@psu.edu
Responses to Written Inquiries	As soon as available
Submission Deadline	5pm ET on Monday, December 12, 2022

For questions pertaining to this RFP, please contact:

Meg Harpster
Strategic Sourcing Manager
meg.harpster@psu.edu

Overview

Over the past several months, you have had conversations with representatives of Penn State Intercollegiate Athletics related to the multimedia rights for the Penn State University Park campus. The current grant of multimedia rights runs through May 31, 2024. Penn State's University-wide Partnership Program (UPP), Procurement Services and Intercollegiate Athletics will collaborate on identifying the best possible assets to maximize revenue and present to interested partners. The intent over the next few weeks is to receive your proposals for our evaluation in selecting a multimedia rights holder.

The University has granted certain rights to the Big Ten Conference, primarily for the video distribution of competitive events and ancillary programming related to our teams. The University is not granting rights to anything in conflict with the rights granted to the Big Ten Conference.

Here are key points of interest for your consideration as you prepare your response.

1. Excluded Categories of Sponsorship

- a. Any educational entity that is in direct competition with the University.
- b. Tobacco products and drugs.
- c. Gambling (including fantasy leagues, fantasy sports websites, and casinos) but not state authorized lotteries or the resort or hotel facilities of a gaming entity so long as the sponsorship makes no reference to the gambling operations of the sponsor, all of which are permissible.
- d. Pornography.
- e. Political candidates and/or political issues advertising.
- f. Advertising that includes language, pictures, or other graphic representation that are unsuitable for exposure to persons of a young age and immature judgment, or that is derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender, or sexual preference.
- g. Scholarships, grants, or financial aid.
- h. Sports camps, other than University sports camps.
- i. Weight loss products or plans.
- j. Other products or services or other advertising that is inconsistent with the University public image.
- k. Products or services or other advertising that violate state or federal law that is defamatory under applicable law or organization.
- l. Products or services or other advertising that would be in direct competition with those partners with whom the University alone is permitted to contract.
- m. University/ICA retained sponsorship categories.
 - i. Competition footwear and apparel which is currently Nike.
 - ii. Pouring rights and nonalcoholic beverages.
 - iii. Ecommerce business which is currently Fanatics.
 - iv. Ticket management, sales, and resale which is currently Ticketmaster.
 - v. Venue naming rights.
 - vi. Sport specific equipment suppliers, other than football, designated as such, and to receive recognition in venue through banners and public address announcements, team posters, schedule cards, and sport specific website.

2. The right and obligation to fund and produce radio broadcasts for the following.

- a. Football regular season and post season games.
- b. Basketball regular season and post season games.
- c. Ice hockey regular season and post season games.
- d. Wrestling regular season and post season matches.
- e. Select baseball games.

- f. Select softball games.
 - g. Weekly coaches show beginning the week of the first football game through the conclusion of the academic year.
 - h. Podcasts
3. The right and obligation to purchase season tickets, suites, and parking for ticketed venues. Season tickets will be priced at face value without the required contribution. Suites and club seats will be priced as the face value of the ticket plus any applicable license fee.
 - a. Beaver Stadium - Football
 - b. Rec Hall – Volleyball, gymnastics, and wrestling.
 - c. Pegula Ice Arena – Ice hockey.
4. The right, but not the obligation, to purchase single game tickets, if available, at public pricing.
5. Secure and fund required office space and parking requirements.
6. Choice of law – Commonwealth of Pennsylvania.
7. No assignment of the contract without prior written University permission.
8. Background Checks - Any supplier doing work on PSU premises, or to represent PSU at non-PSU locations, must certify that they have read PSU Policy HR99 and have complied with all relevant aspects as found on the following website: <https://policy.psu.edu/policies/hr99>.
9. Publications/printed material.
 - a. Game programs
 - b. Schedule cards
 - c. Team posters
10. ICA website
11. Partnerships are to be structured to meet the Internal Revenue Service definition as a Qualified Sponsorship.
12. The University expects a guaranteed rights fee versus a percentage of Adjusted Gross Revenue (AGR), whichever is greater, calculated on an annual basis. AGR means the Provider's gross collected revenue less the following.
 - a. Unrelated third-party commissions
 - b. Sponsor fulfillment costs such as tickets, merchandise, promotional elements included in the sponsorship contract.
 - c. Third party rights fees such as NCAA, Big Ten, or NIT related sponsorship fees.
 - d. For the avoidance of doubt, prospecting expenses to include ticket, suite, parking, and hospitality expenses, radio production and talent fees are not permissible deductions to AGR.
13. The term shall be for fifteen years beginning June 1, 2024.
14. Use of marks is subject to review and approval by the University in all instances.
15. Designations permitted for any partner are subject to review and approval by the University in all instances.
16. The University is exploring a University-wide program to partner with business entities across multiple University programs to include promotional opportunities within intercollegiate athletics. Additional details related to the University-wide Partnership Program (UPP) are provided in Exhibit A.
17. Please provide your transition plan if selected.
18. University will require proof of financial capacity prior to an Agreement being executed. This may include the following:
 - a. High level consolidated balance sheet(s) (including cash on hand, other assets and liabilities).
 - b. Letter of good standing from financial partners indicating ability to meet commitments.
 - c. Reference information for the financial partners including name, title, phone number and email.
 - d. Performance bond.
19. As part of the contracting process, University will provide awarded firm with terms sheet.

Submission Requirements

Please respond to each of the following items below. Failure of the Respondent to provide any of the information requested could result in disqualification. Written inquiries are due **Wednesday, December 7, 5:00 PM (ET)**. All questions should be emailed to Meg Harpster, meg.harpster@psu.edu. Responses to all written inquiries will be distributed to all parties via email as quickly as possible.

Please structure your submission in the following order and limit the length of items #1 through #7 to no more than a total of 30 pages (the front and rear of a page are considered two pages; covers and tabs are not included in the page limit).

1. Statement of interest – a cover letter describing Respondent’s interest in the project and key reasons why the Respondent is best qualified to serve as PSU’s long-term partner for multimedia rights.
2. Firm history and team members – provide a brief history of the Respondent’s proposed University team and resumes, experience, roles/responsibilities, current/projected capacity, and location of key personnel that would be leading and working on this account.
3. Relevant experience – present three relevant (e.g., comparable size, scope) relationships that clearly demonstrate your firm’s ability to provide the outlined services and meet the University’s baseline goals and priorities. Each example should include a reference contact name, title, phone number, and email address.
4. Process and approach – describe your process and approach for similar types of partnership agreements. Explain how your firm will work closely with the University to successfully manage the program. What strengths has your team identified about the program? What potential challenges come to mind?
5. Financial Response – Provide your complete and detailed financial proposal based on a 15-year term. The University expects a guaranteed rights fee versus a percentage of Adjusted Gross Revenue (AGR), whichever is greater, calculated on an annual basis. AGR means the Provider’s gross collected revenue less the following:
 - a. Unrelated third-party commissions
 - b. Sponsor fulfillment costs such as tickets, merchandise, promotional elements included in the sponsorship contract.
 - c. Third party rights fees such as NCAA, Big Ten, or NIT related sponsorship fees.
 - d. For the avoidance of doubt, prospecting expenses to include ticket, suite, parking, and hospitality expenses, radio production and talent fees are not permissible deductions to AGR.
6. Conflict of Interest Disclosure - Supplier and its subcontractors, if any, must disclose any and all potential conflicts of interest to Penn State for appropriate review and processing. Failure to comply may result in disqualification. The following provides examples of conflict of interest situations, but is not intended to be all-inclusive.
 - a. A Penn State employee that serves as an officer or director of your company.
 - b. A Penn State employee that is a partner or sole proprietor of your company.
 - c. Any immediate family member (spouse or dependent child) of a Penn State employee that is a partner or sole proprietor of your company.
 - d. Any member of a Penn State employee’s immediate family (spouse or dependent child) that has an ownership interest of 10% or more in your company.
 - e. Any Penn State employee holding a paid position within your company.
 - f. Any Penn State Board of Trustee member that serves as an officer or director of your company.
 - g. Any member of a Penn State Board of Trustee's immediate family (spouse or dependent child) that has an ownership interest of 10% or more in your company.

If you are aware of a potential conflict of interest, you are required to identify the pertinent individual(s), their relationship to the Supplier and Penn State, and detailing the nature of the potential conflict of interest. You must respond to this question.

7. Additional information for the Committee's consideration – to be provided at the discretion of the Respondent. Note that the Committee will not be required to review this information or consider it during the evaluation process, but the Respondent can elect to provide the additional information if within the 30-page limit.

REMINDER: All proposals must be emailed to Meg Harpster, Strategic Sourcing Manger (meg.harpster@psu.edu), by 5pm ET on Monday, December 12, 2022. No responses will be accepted after 5pm on Monday.

Exhibit A
Penn State Intercollegiate Athletics Multimedia Rights

University-wide Partnership Program (UPP)

PURPOSE AND INTENT:

It is our objective to build a meaningful and comprehensive **University-wide Partnership Program (UPP)** with exclusive business Partners. The successful Partners will offer to collaborate and invest across multiple University initiatives and align with Penn State's vision, mission, foundational principles, and values.

We believe this can be achieved together by leveraging the brand equity/loyalty through category exclusive marketing partnership rights/benefits, best value product pricing/service, a sponsorship and revenue package that supports Penn State's future growth programs and delivers operational excellence.

The UPP program supports these objectives through a collaborative and coordinated approach at Penn State. UPP provides the infrastructure to develop comprehensive, university-wide relationships with business Partners through four (4) guiding principles:

1. **Brand Alignment** – Developing authentic partnerships that are aligned with and support the University's mission of teaching, research, and public service
2. **Priority Services** – Securing Partner products and/or services that contribute to and enhance the daily experience of our students, faculty, staff, and campus community
3. **Campus Impact** – Enhancing the lives of Penn State students, faculty, staff, alumni, and our community through the support of priority campus programs and initiatives that highlight the University's values
4. **Revenue Growth** – Pursuing strategic, significant partnerships that unlock campus revenues and program support aimed at enhancing the mission of the University

In addition to supplying Penn State with high quality products and exceptional services, Penn State is seeking a valued Partner to support the following:

- Supporting the University's vision of being a leader in research, learning and engagement that facilitates innovation, embraces diversity, equity, inclusion, and sustainability, and inspires achievements that will affect the world in positive and enduring ways.
- Supporting the University's mission of educating students from around the world and supporting individuals and communities through integrated programs of teaching, research, and service.
- Supporting the University's six (6) foundational principles:

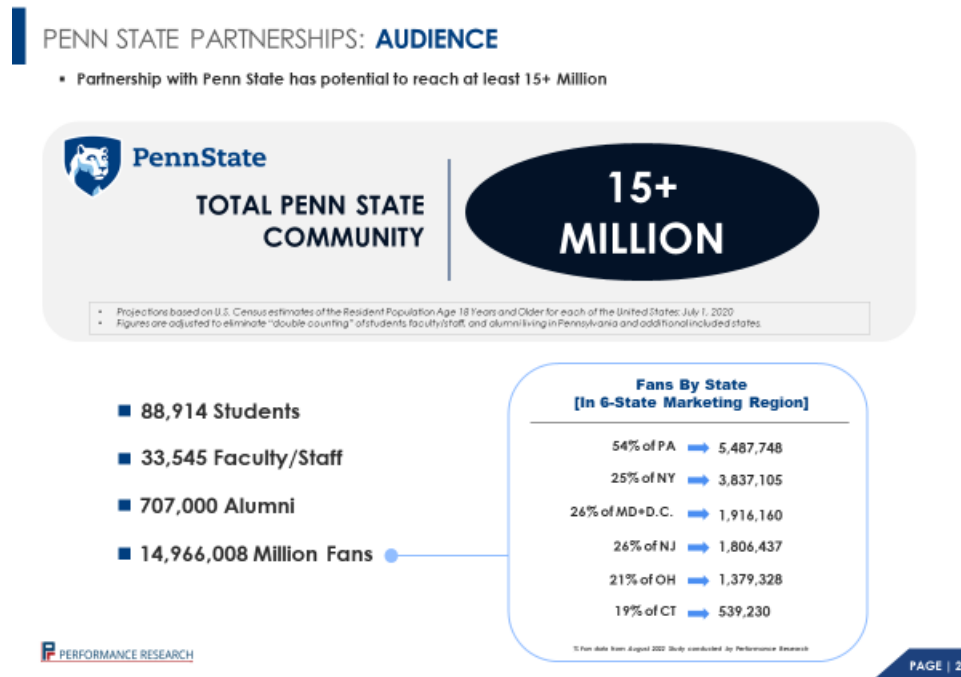
1. **Enabling access to affordable education**
2. **Engaging our students and alumni**
3. **Advancing diversity, equity, inclusion, and belonging**
4. **Enhancing global engagement**
5. **Driving economic development**
6. **Ensuring a sustainable future**

- Aligning with the University's core institutional values of integrity, respect, responsibility, discovery, excellence, and community.
- Demonstrating how a partnership can commit to impacting Penn State's educational mission, economic goals, and global community in positive and meaningful ways, whether that is transforming education, enhancing health, stewarding our planet's resources, advancing the Arts and Humanities, and/or empowering through digital innovation.
- Investing in a wide range of benefits to the University community.
- More information on Penn State's Mission and Values can be found here: <https://www.psu.edu/this-is->

penn-state/mission-and-values/

Market Research Study:

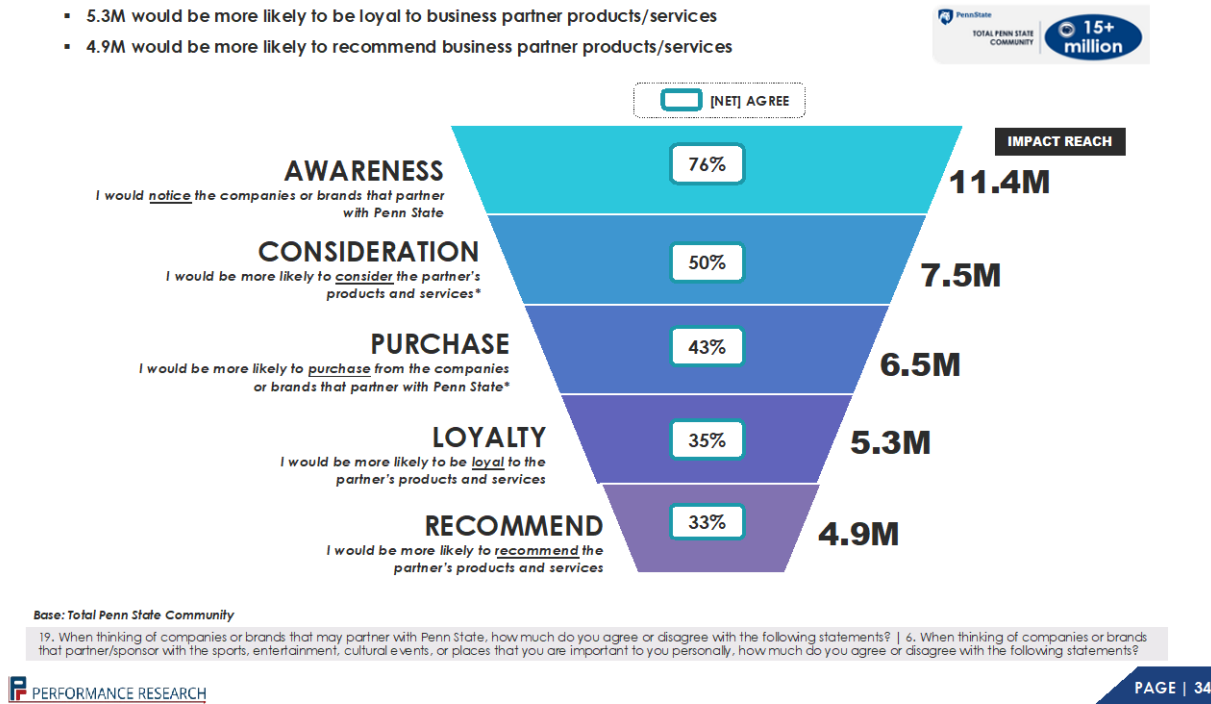
Through an independent, objective market research study, performed by Performance Research in August 2022, it was determined the audience size and reach of the Penn State Community, including the 6-state marketing region, is a minimum of 15 million.



Additionally, 76% (or 11.4M) of the Penn State community stated they would notice the companies or brands that partner with Penn State, 50% (or 7.5M) would be more likely to consider the Partner products/services, and 43% (or 6.5M) would be more likely to purchase Partner products/services.

PENN STATE PARTNERSHIP: PURCHASE FUNNEL IMPACT

- 11.4M would be more likely to notice a Penn State business partner
- 7.5 would be more likely to consider business partner products/services
- 6.5M would be more likely to purchase business partner products/services
- 5.3M would be more likely to be loyal to business partner products/services
- 4.9M would be more likely to recommend business partner products/services



Penn State also provides a powerful brand image enhancement opportunity for business Partners, specifically:

- **Partnership Support:** 76% / 11.4M believe that Penn State is a university that is worthy of partnership support
- **University Experience:** 64% / 9.6M believe that Penn State is a university where business partners can add to the student, staff, and alumni experience.
- **Worthy Cause:** 60% / 9.0M believe that Penn State is a university where partnership dollars are going to a worthy cause
- **Economic Boost:** 57% / 8.6M feel that by aligning with Penn State, partners are “Investing in the local & state economy”
- **Lending a Hand:** 54% / 8.1M would see a partner as “Making a difference” in the Penn State community
- **Positive Perception:** 50% / 7.5M would feel “More positive” about the company because of a partnership
- **Social Impact:** 41% / 6.2M would be more likely to think the company is doing social good
- **Personal Connection:** 41% / 6.2M would relate more to a partner
- **Consideration for Employment:** 34% / 5.1M would be “more willing to work” for a partner of Penn State.

ADDITIONAL UNIVERSITY-WIDE PARTNERSHIP PROGRAM (UPP) OPPORTUNITIES:

Penn State is seeking commercial marketing partners interested in providing University-wide support, across all 24 Commonwealth campuses and their respective communities. Potential partners are strongly encouraged to participate and invest in multiple University activities and initiatives, including athletics, student services, academics, recruiting, internships, scholarships, on-campus events, research, development and more. Numerous opportunities exist to partner with Penn State and programs can be customized specifically to meet a partner’s needs and objectives.

Exhibit B – Penn State Central Procurement Prerequisites

Communication Restrictions - Firms are not permitted to contact any other University employee, representative, or student regarding this sourcing event unless specifically instructed to do so in writing by the purchasing representative identified in this sourcing event. Failure to comply may result in disqualification.

Questions must be submitted via email by the date and time indicated in the Timeline.

Debarment - By submitting a signed proposal or quotation in response to the University's solicitation, Supplier certifies that pursuant to Executive Orders 12549 and 12689 and the implementing rules, it presently is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Event Decisions

Penn State reserves the right to:

- Make all decisions regarding this sourcing event, including, without limitation, the right to decide whether an event response does or does not substantially comply with the requirements of this sourcing event;
- Accept, reject, or negotiate modifications in any terms of Supplier's event response or any parts thereof;
- Waive any informalities;
- Accept or reject any or all event responses received;
- Renegotiate/rebid the equipment/products/services listed at any time if determined to be in the in the best interest of the University;
- Close an event early, postpone event opening, or cancel the event for its own convenience;
- Negotiate with more than one Supplier concurrently; and
- Use any or all concepts presented in any reply to the event.

Additionally:

- The University shall not be responsible for any cost incurred by the Supplier in the preparation of this event response. It must be specifically understood that this sourcing event does not create any obligation on the part of The Pennsylvania State University to enter into any contract or undertake any financial obligation with respect to the equipment/products/services referred to herein. Any Supplier who expends time or money prior to award does so at the Supplier's own risk and expense.
- The Supplier understands that, if selected, Penn State reserves the right to provide its opinion publicly and privately regarding the Supplier's performance.
- All material submitted becomes the property of the University and may be returned only at the University's option. Event responses submitted become the property of the University and may be reviewed and evaluated by any person except for competitors at the discretion of the University, regardless of statements contained within the Supplier's response to the contrary.
- Information provided by the University to the requesting Supplier for the purpose of providing a response to the event is the property of the University. As such, said information is to be kept in confidence and used only for the intended use of this event. This event shall not be distributed to others without the University's permission.

Selection or rejection of any Supplier's response does not affect these rights.

Harassment and Discrimination/Social Responsibility - Fulfilling the mission of The Pennsylvania State University for those we serve requires the highest standards of integrity, responsibility, and respect, and we encourage our suppliers to aspire to those same standards, particularly when on campus or engaging with members of the University community. Further, the University is committed to equal access to programs, facilities, admission and employment for all persons, in an environment free of harassment and free of discrimination.

The University's standard Terms & Conditions require that vendors do not engage in harassment or discrimination in the University environment as prohibited by University Policies AD85 and AD91, and further require that vendors not discriminate in their own employment practices.

Further, the University has adapted the Global Sullivan Principles of Social Responsibility. We also encourage our suppliers to adopt and follow these principles.

Protests

Any actual or prospective proposer may protest the solicitation or award of a contract for violations of Penn State's procurement policies or of laws and regulations governing Penn State's procurement activities. In order to be considered, all protests must be in writing and filed with and received by Penn State, not more than five (5) business days following the date of issuance of Penn State's Notice of Intent to Award or Notice of Award with the contact below. Protests received by Penn State after this date will be returned to the sender.

Richard D. Elmore
Chief Procurement Officer, Central Procurement
The Pennsylvania State University
101 Procurement Services Building
University Park, PA 16802-1004

Failure to timely file the bid protest shall constitute grounds for Penn State to deny the bid protest without further consideration of the grounds stated therein.